

Fiscal Review Committee
The Honorable Ron Travis, Chair
The Honorable Todd Gardenhire, Vice-Chair
G-102 Cordell Hull Building
425 Fifth Avenue North
Nashville, TN 37243

Distinguished Members of the Fiscal Review Committee,

The Tennessee Department of Labor & Workforce Development requests a new contract with Geographic Solutions, Inc. for its software solution known as Virtual OneStop (VOS). VOS is a fully integrated, module-based platform which combines workforce development and unemployment insurance services. This new contract is designed to continue covering project services now that they have moved into the licensing, maintenance, and support phase. The contract is intended for an initial two-year term with the option to extend on an annual basis for three additional years.

Geographic Solutions currently provides the only fully integrated system of its kind, a nexus point for Tennessee's job-seekers, employers, and the Department's programs and initiatives. The system provides processing, case management, program tracking, labor exchange, labor market information, and federal reporting into a single, web-based system. Moreover, its adoption as part of Jobs4TN.gov has been a key aspect of the State's employment security modernization effort. VOS allows claimants to identify and apply for jobs within the same system they use to certify for unemployment benefits, aggregating thousands of unduplicated jobs from across the state, providing personalized results with access to education, training, and job matching tools as well as resource integration with the Tennessee Career Centers in local communities. By connecting the State's UI claims system with the Jobs4TN employment portal, VOS is helping speed the transition from unemployment to reemployment.

Sincerely,



Andy Summar, Assistant Commissioner
Finance, Fiscal, & Facilities

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	William Kemmer william.kemmer@tn.gov		*Contact Phone:	615-313-4714	
*Presenter's name(s):	William Kemmer william.kemmer@tn.gov				
Edison Contract Number: <i>(if applicable)</i>			RFS Number: <i>(if applicable)</i>	33710-06119	
*Original or Proposed Contract Begin Date:	10/27/19		*Current or Proposed End Date:	10/26/21	
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>					
*Department Submitting:			Labor & Workforce Development		
*Division:			Workforce Learning & Development		
*Date Submitted:			8/28/2019		
*Submitted Within Sixty (60) days:			Yes		
<i>If not, explain:</i>			N/A		
*Contract Vendor Name:			Geographic Solutions, Inc.		
*Current or Proposed Maximum Liability:			\$5,629,662.26 for initial two-year term \$14,351,923.06 all extensions exercised		
*Estimated Total Spend for Commodities:			N/A		
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 20	FY: 21	FY: 22	FY: 23	FY 24	FY
\$2,775,818.86	\$2,853,843.40	2,853,843.40	\$2,934,208.70	\$2,934,208.70	
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY:	FY:	FY:	FY:	FY	FY
	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding			N/A		

Supplemental Documentation Required for Fiscal Review Committee

was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:		Federal:	100%
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Sole-Source Procurement	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		The award was originally a non- competitive contract, pricing was determined based on vendor quote.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		No other U.S. vendor is authorized to provide licensing, support, or maintenance for the software modules currently in use by the Department.	



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : William Kemmer
E-mail : william.kemmer@tn.gov

DATE : June 14, 2019 **Received by STS on Friday, June 14, 2019**

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 33710-06119

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- ☒ Applicable
☐ Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- ☐ Applicable
☒ Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency

Labor & Workforce Development

Applicable RFS # 33710-06119	
Agency Contact (name, phone, e-mail)	William Kemmer 615-313-4714 william.kemmer@tn.gov
Attachments Supporting Request (mark all applicable) <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p> <input type="checkbox"/> Solicitation Document <input checked="" type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	
Information Systems Plan (ISP) Project Applicability <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required): Anthony Starnes</p> <p> <input checked="" type="checkbox"/> Applicable – Approved ISP Project# <input type="checkbox"/> Not Applicable </p>	
Subject Information Technology Service Description <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>Virtual OneStop is a Commercial Off-The-Shelf (COTS) solution made up of integrated modules which are configured to State specifications. It currently serves as the architecture behind Jobs4TN.gov, the State's online jobs portal. This agreement is for the continued use of modules via licensing fees, as well as related maintenance and support services.</p>	

TO: Director of Sourcing
Staff Attorney – Sourcing

FROM: Robert Maurer, Sourcing Analyst

DATE: July 1, 2019

SUBJECT: Recommendation of Sole Source Approval
Tracking #: 33710-0611/CY19-13800xx cy19-13818

The Tennessee Department of Labor and Workforce Development (TDLWD) is requesting sole source approval of a 24 month contract, with the option for three renewals, for maintenance and support with Geographic Solutions (GeoSol). This contract also has the provision for an additional module, should TDLWD opt to implement it at a later date. GeoSol provides maintenance and support for software modules that integrate the State's unemployment claims system with re-employment services. These are available through the Jobs4TN online job portal. The platform that GeoSol interfaces with is known as Virtual OneStop (VOS).

VOS is the only commercially available workforce system which integrates labor exchange, case management, program service tracking, labor market information, and federal reporting. Due to the proprietary nature of the software, GeoSol is the only supplier authorized to perform maintenance and support functions. Because of this, TDLWD must contract with GeoSol.

I, Robert Maurer, recommend the approval of this sole source request.

Chris Salita

Digitally signed by Chris Salita
DN: cn=Chris Salita, o=CPO, ou=32101,
email=Chris.Salita@tn.gov, c=US
Date: 2019.07.01 14:13:56 -05'00'

Director of Sourcing

Date

Mark Naftel - Staff Attorney

Digitally signed by Mark Naftel - Staff Attorney
DN: cn=Mark Naftel - Staff Attorney, o=Central Procurement Office,
ou=Central Procurement Office, email=mark.naftel@tn.gov, c=US
Date: 2019.07.01 13:13:25 -05'00'

7/1/19

Staff Attorney – Sourcing


Date

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.


Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED  Michael F. Perry-CS <small>Digitally signed by Michael F. Perry-CS DN: cn=Michael F. Perry-CS, o=CPO, ou=32101, email=Chris.Salita@tn.gov, c=US Date: 2019.07.01 14:14:12 -05'00'</small>		APPROVED	
CHIEF PROCUREMENT OFFICER	DATE	COMPTROLLER OF THE TREASURY	DATE

Request Tracking #	33710-06119
1. Contracting Agency	Labor & Workforce Development
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	William Kemmer <u>william.kemmer@tn.gov</u> 615-313-4714
4. Brief Goods or Services Caption	Maintenance and support services for existing modules, and the implementation of one remaining module.
5. Description of the Goods or Services to be Acquired	Vendor provides maintenance and support for software modules which integrate the State's unemployment claims system with reemployment services available through the Jobs4TN online job portal. This unified array of workforce development services in a single, web-based platform is known as Virtual OneStop (VOS).
6. Proposed Contractor	Geographic Solutions, Inc.

Request Tracking #	33710-06119
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	Paul Toomey, President 1001 Omaha Circle Palm Harbor, FL 34683
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	24 months
9. Strategic Technology Solutions (“STS”) Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – contracts with an individual, state employee training, or services related to the employment of current or prospective state employees	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 14,351,923.06
14. Was there an initial government estimate? If so, what amount?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, \$8,301,765 Pricing estimates from Edison contract #37063
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Support costs and licensing fees are set by the vendor. Estimates for the contract period are based on the vendor's fee structure.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	Pricing is in keeping with the State's previous agreement for these services.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Pricing estimates are based on rates from contract 37063.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	VOS was implemented as a replacement for the State's aging eCase Management System (eCMATS). This contract provides for the continued use of those services as well as necessary support and maintenance for the system, with the option to complete the integration of the remaining module.

Request Tracking #	33710-06119
19. Proposed contract impact on current State operations	Modules are currently utilized by multiple programs within the department. It is important to keep these services properly maintained and updated to ensure functionality.
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	<p>VOS is the only commercially available workforce system that integrates labor exchange, case management, program service tracking, labor market information, and federal reporting. It is also uniquely designed to integrate these functions with the Geographic Solutions Unemployment System (GUS) currently in use by the State.</p> <p>Due to the proprietary nature of the software, Geographic Solutions is the entity authorized to perform maintenance and support functions.</p>
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	The vendor has provided services to the State for almost twenty years. Their VOS systems currently operate in thirty states and cover approximately 63% of the U.S. population.
26. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: Sole-Source Procurement Name/Address: Geographic Solutions, Inc. 1001 Omaha Circle Palm Harbor, FL 34683

Request Tracking #	33710-06119
27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	Due to the proprietary nature of the software, Geographic Solutions is the entity authorized to perform maintenance and support functions.
Signature Required for all Special Contract Requests	
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	
<div><div>Signature: </div><div>Date: 6/28/19</div></div>	



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☐ Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

☐ Applicable
☒ Not Applicable

STS Endorsement Signature & Date:

Stephanie Dedmon, Digitally signed by Stephanie
CIO (WMH) Dedmon, CIO (WMH)
Date: 2019.06.25 12:24:31 -05'00'

Chief Information Officer

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CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date 10/27/2019	End Date 10/26/2021	Agency Tracking # 33710-06119	Edison Record ID		
Contractor Legal Entity Name GEOGRAPHIC SOLUTIONS, INC.			Edison Vendor ID 85449		
Goods or Services Caption (one line only) Software modules and software maintenance and support services					
Contractor <input checked="" type="checkbox"/> Contractor		CFDA #			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
20		\$2,775,818.86			\$2,775,818.86
21		\$2,853,843.40			\$2,853,843.40
22		\$2,853,843.40			\$2,853,843.40
23		\$2,934,208.70			\$2,934,208.70
24		\$2,934,208.70			\$2,934,208.70
TOTAL:		\$14,351,923.06			\$14,351,923.06
Contractor Ownership Characteristics: <input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Disabled Owned Business (DSBE) <input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Other		Sole-Source Procurement			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional)		Account Code (optional)			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
AND
GEOGRAPHIC SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of Labor and Workforce Development ("State") and Geographic Solutions, Inc. ("Contractor"), is for the provision of new software modules and software maintenance and support services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: Florida
Contractor Edison Registration ID # 85449

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

1.1.1 The purpose of this Contract is to establish a procurement vehicle for the State to obtain a workforce development and Case Management solution.

1.2.1 This Contractor shall provide all services including: Technical Support, annual licensing, maintenance and technical support for required workforce development and Case Management solutions.

1.3.1 This Contract shall be used to provide and maintain Programs and Modules relating to workforce development and Case Management solutions.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. **Agency Partners.** Agency partners are non-state employees who are authorized users of the system by the Workforce Services Administrator in compliance with State security policies.
- b. **Analyst Resource Center ("ARC").** ARC provides a set of services and products to enhance information delivery to workforce development customers in the employment, education, and economic development sectors. These resources are a critical part of the Workforce Information System. The ARC is managed by a workgroup supported by the U.S. Department of Labor, Employment and Training Administration. The workgroup includes members representing states across the country and the National Crosswalk Service Center.
- c. **Android.** The term "Android" shall refer to a smartphone operating system (OS) developed by Google.
- d. **Apple.** The term "Apple" shall refer to the software company that designs, develops and sells consumer electronics.
- e. **Applicant.** The term "Applicant" shall refer to any individual that is receiving services from the Jobs4TN system.
- f. **Application.** The term "Application" shall refer to a tool within the Jobs4TN system that collects the applicant's information to assist in determining eligibility for each program.
- g. **ARC Employer Database.** The ARC Employer Database provides customer access to a comprehensive employer database with information on more than 10 million businesses

across the country, along with other valuable resources. Also referred to as America's Labor Market Information System database.

- h. **Attachmate**. The term "Attachmate" shall refer to a 3rd party software product which focuses on secure terminal emulation, legacy integration and managed file transfer software.
- i. **Case Manager**. The term "Case Manager" shall refer to staff users that help identify appropriate workforce services for job seekers and follow up with the individual periodically.
- j. **Change Management Plan**. The term "Change Management Plan" shall mean a plan that defines activities and roles to manage and control change during the execute and control stage of a project.
- k. **Chrome**. The term "Chrome" shall refer to a cross-platform web browser developed by Google.
- l. **Contractor**. Shall mean a person or legal entity with the legal capacity to enter into contracts and sue and be sued who provides goods or services to the State through a contract or a purchase order.
- m. **Core Services**. The term "Core Services" shall refer to the services provided in the basic case management module in Jobs4TN. It would allow jobseekers to register in the system and use the background information provided to search for work.
- n. **Crystal Reports**. The term "Crystal Reports" shall refer to a business intelligence application used for reporting.
- o. **Documentation**. The term "Documentation" shall refer to the Contractor's proprietary product documentation that is not intended for distribution to End Users.
- p. **Educational Services**. The term "Educational Services" shall refer to services that are provided by staff that are aimed to educate either the job seeker or employer of resources that may assist in their workforce needs.
- q. **Eligible Training Partners**. The term "Eligible Training Partners" shall refer to training providers and others in the local area that have a vested interest in performance outcomes of Workforce Innovation and Opportunity Act (WIOA) training providers.
- r. **Employer Profile**. The term "Employer Profile" shall refer to the basic information that an employer submits that creates the employer account.
- s. **Employment Plan**. The term "Employment Plan" shall refer to a plan given by staff to job seekers that would identify the individual's goals and action steps on how to reach the goals.
- t. **End User**. The term "End User" shall refer to the person who ultimately uses or is intended to use the product.
- u. **ETPL**. The term "ETPL" shall refer to eligible training provider list.
- v. **Enhancement**. Enhancement is any modification or addition that, when made or added to the Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an error correction. The Contractor may designate an enhancement as minor or major, depending on the assessment of its value and of the function added to the Program. However, the State shall make the ultimate decision on such designation depending on the State's assessment of the development effort required.

- w. **Error**. Error is a statement or omission in the Program that causes or results in an incorrect function and that result in a failure to comply in any material respect with the applicable specifications. If no applicable specifications have been provided by the Contractor, the term "applicable specifications" in the preceding sentence shall be defined as "reasonable expectations for operation and usability."
- x. **Error Correction**. Error correction is either a modification or addition that, when made or added to the Program, brings the Program into material conformity with its specifications, or a procedure or routine that, when observed in the regular operation of the Program, avoids the practical adverse effect of such nonconformity.
- y. **Governor's Report**. The term "Governor's Report" shall refer to the report to the Governor of Tennessee that outlines performance outcomes from each of state agency.
- z. **Graphics Server**. The term "Graphics Sever" shall mean an outside server not hosted by Geographic Solutions Inc. (GSI).
- aa. **GUS**. The term "GUS" shall mean Geographic Solutions Unemployment Insurance module. Unemployment insurance benefits system currently in use by the State. The system combines labor exchange and unemployment services into a single online system hosted by the vendor and integrated with the State's existing system architecture.
- bb. **Individuals**. The term "Individuals" shall refer to individuals that have created a general registration in Jobs4TN.
- cc. **JAWS**. The term "JAWS" shall mean ("Job Access with Speech") which is a computer screen reader program for Microsoft Windows.
- dd. **Job Orders**. The term "Job Orders" shall refer to a request from an employer to the workforce agency to provide someone to do a particular job.
- ee. **Job Seekers**. The term "Job Seekers" shall refer to a participant who is actively looking for employment.
- ff. **Jobs4TN**. The term "Jobs4TN" shall refer to the virtual one stop case management system used in Tennessee to record participant services and report on the Workforce Innovation and Opportunity Act (WIOA) programs.
- gg. **Job Skill Sets**. The term "Job Skill Set" shall mean a particular combination of skills that a person has developed in a job.
- hh. **Labor Exchange**. The term "Labor Exchange" shall refer to universal services provided through the one stop delivery system that would assist job seekers and employers connect.
- ii. **Labor Market**. The term "Labor Market" shall mean an economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence. Such an area shall be identified in accordance with criteria used by the Bureau of Labor Statistics of the Department of Labor in defining such areas or similar criteria established by a Governor.
- jj. **Local Areas**. The term "Local Areas" shall mean Local Workforce Development Areas as determined by the Governor of Tennessee. Factors that are considered in designating these LWDAs include geographic location, population, and commonality of labor market areas.

- kk. **Local Workforce Investment Areas (“LWIA”)**. The term “LWIA” is a dated term that should be replaced by LWDA. LWIA once referred to subdivisions of States under the Workforce Investment Act which was replaced in 2014 by the Workforce Innovation and Opportunity Act.
- ll. **MapObjectsLT**. The term “MapObjectsLT” shall refer to a set of mapping software components that let you embed maps into your applications.
- mm. **Microsoft Internet Information Server**. The term “Microsoft Internet Information Server” shall refer to Internet Information Services which are extensible web servers created by Microsoft for use with the Windows NT family.
- nn. **Microsoft SQL Server**. The term “Microsoft SQL Server” shall refer a relational database management system developed by Microsoft.
- oo. **Mobile Devices**. The term “Mobile Devices” shall mean a phone or other equipment that connects over wireless services.
- pp. **Modules**. The term “Modules” shall refer to a separate unit of software. In this case the Jobs4TN system is customizable so a state could purchase only the modules that they needed.
- qq. **NAICS**. The term “NAICS” shall refer to The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
- rr. **National Emergency Grants**. The term known as National Emergency Grants (NEGs), are discretionary grants awarded by the Secretary of Labor, under Section 170 of WIOA. NEGs provide resources to states and other eligible applicants to respond to large, unexpected layoff events causing significant job loss.
- ss. **Netlib**. The term “Netlib” shall refer to a repository of software for scientific computing.
- tt. **O*NET**. The term “O*NET” shall refer to The Occupational Information Network (O*NET) which is a free online database that contains hundreds of occupational definitions.
- uu. **Program**. Program is privately funded restricted computer software composed of Contractor's Virtual One Stop Program Modules listed in Exhibit A attached hereto collectively referred to as the Program including any Error Corrections, Maintenance Modifications and Enhancements thereto and updates thereof furnished by Contractor.
- vv. **Provider Application**. The term “Provider Application” shall refer to section in Jobs4TN that would collect the basic information on the provider. Information in this section would include contact information for the provider and the type of provider.
- ww. **Providers**. The term “Providers” shall refer to either training or service providers in the Jobs4TN system.
- xx. **SNAP 583**. The term “SNAP 583” shall refer to the SNAP programs federal report.
- yy. **SNAP**. The term “SNAP” shall refer to Supplemental Nutrition Assistance Program.
- zz. **Staff Users**. The term “Staff Users” shall refer to state staff accounts used to access the Jobs4TN system that allow for proper case management and recording of services on WIOA participants.

- aaa. **State Owned Data.** Data provided by State to Contractor or data input by or on behalf of the State or its Agency Partners.
- bbb. **Statement of Work (“SOW”).** The term “SOW” shall mean a document that captures and defines the work activities, deliverables and timeline a Contractor shall execute against in performance of specified work.
- ccc. **Strategic Technology Solutions “STS”.** The term "STS" shall refer to a division within the State of Tennessee’s Department of Finance and Administration. STS provides technical direction, services, and infrastructure to the State.
- ddd. **Technical Support.** The term “Technical Support” shall refer to a set of services provided by the Contractor to the State for resolution of a problem with a product or service.
- eee. **TANF.** The term “TANF” shall mean Temporary Assistance for Needy Families.
- fff. **TWAIN-compliant.** The term “TWAIN-compliant” shall mean application programing interfaces (APIs) and communication protocols that regulate communication between software and digital imaging devices, such as image scanners.
- ggg. **Virtual Labor Market Information “LMI”.** The term “Virtual LMI” shall refer to the Contractors solution which combines real-time and historical Labor Market information for labor markets.
- hhh. **Virtual Recruiter.** The term “Virtual Recruiter” shall mean the tool in Jobs4TN that allows the system to locate and refer jobseekers to jobs based on criteria that the client sets.
- iii. **WIOA.** The term “WIOA” shall refer to Workforce Innovation and Opportunity Act.
- jjj. **Workforce Information Database (“WID”).** The term “WID” shall refer to the database, which provides states with a common structure for storing information in a single database in each state. WID serves as the cornerstone for information delivery, workforce research, and product development for information that is standard and comparable across all states. WID, once populated, brings together critical workforce information from many sources to promote better analysis and more sophisticated interpretation. Using the same version of the WID in all states is important for providing interstate access to workforce information.

WID is also known as America’s Labor Market Information System Database. The WID is a centralized database developed to support states’ efforts to develop and maintain a comprehensive Labor Market and occupational information system. For purposes of this agreement, the WID shall be defined as version 1.1., as originally defined by the U.S. Department of Labor, Employment and Training Administration, April 16, 1997, and enhanced by Geographic Solutions, Inc.
- kkk. **Workforce Services Administrator.** The term “Workforce Service Administrator” shall refer to the executive in charge of the workforce services division.
- lll. **Workforce Staff.** The term “Workforce Staff” shall refer to any staff users that are providing WIOA services.
- mmm. **Virtual OneStop.** The term “Virtual OneStop” shall refer to the contractor’s online services to Individuals, employers and workforce professionals to connect the Job Seekers and employers and provide training to assist getting unemployed Individuals back to work quicker.

A.3 Contractor Maintenance, Interface and System Requirements

3.1. The Contractor shall provide annual licensing, maintenance, support, and implemented in the Virtual OneStop System of Modules procured under this Contract.

3.1.1 Modules for Individuals shall meet the following requirements:

- a. Core Services for Individuals Module. This required Case Management system Module shall allow Job Seekers to register with the input of background information and work history. After a Job seeker registers, providing the required information, the system shall match the information with appropriate job openings. The core service module allows the State, local workforce boards, Virtual OneStop operators, and Providers of services to utilize a common intake system to provide the required services outlined in WIOA Virtual OneStop delivery.
- b. Labor Exchange for Individuals Module. This required Module shall provide registered Job Seekers with access to tools which assist with resume and cover letter creation, career exploration, career matching to personal skills and preferences, Labor Market facts, and a Virtual Recruiter. Job Seekers shall also be able to explore industry and geographic area profiles as well as occupational and educational profiles.

Staff Users shall have the ability to refer Job Seekers to Employers, refer jobs to candidates, result Job Orders for Employers and customize job searching based on skills and/or geography.

Requires: Core Services for Individuals Module.

- c. Consumer Reports Module. This required Module shall provide easily understandable reports related to performance and shall be made available to Local Areas and Eligible Training Partners. These reports shall include performance indicators, fiscal impacts, as well as the success rates of programs, including the statistical data of participants.

Requires: Core Services for Individuals Module.

- d. Big Interview Module. This required Module shall allow Job Seekers to conduct mock interviews for their occupation of choice, view results, retake interviews to improve technique, and gain feedback from raters. Interviewing skills can be improved by this exercise. Interview and interview results shall be linked to the Individual's Employment Plan.

Requires: Core Services for Individuals Module.

- e. Mobile Job Search Application. The required Mobile Job Search Application shall be branded using the State standards as provided by the State and shall be available for Apple and Android Mobile Devices. The system must be accessible by Job Seekers free of charge and available through respective application stores (e.g. iTunes, Google Play). Functionality includes the ability to search for jobs, map jobs by current location, share jobs with social media sites, and apply for jobs from a smart phone. Users may also access the website (Jobs4TN.gov) from a Mobile Device without downloading the application to their phone.

3.1.2 Modules for Employers shall meet the following requirements:

- a. Core Services for Employers Module. The required Core Services for employers Module is part of the Virtual One Stop system which allows employers to register in the Case Management system to search for Job Seekers. Employers shall have the ability to post job offerings within the system, while Case Managers are able to refer

qualified candidates to the employer. This Module shall meet the following requirements:

1. Employers shall have access to Education Services which list training Providers and schools, available training and educational programs and list of persons that have completed those programs.
 2. Module shall include Labor Market services which include Labor Market facts, area profiles – including geographical and demographical information, industry profiles and occupational profiles are also available to employers through the Virtual Once Stop system.
 3. Module shall include online learning resources available to employers include websites which offer a variety of free online learning and training courses that may be used for employers to enhance and expand the knowledge and skills of their existing or potential employee base.
 4. Module shall include Assistance and Communication Center which shall assists employers with messaging, appointments, correspondence templates, access to the employer profile.
 5. State Staff shall be able to view, manage and assist system-registered employers, including administration of system access privileges and assistance with the Labor Exchange process
- b. Employer Labor Exchange Module. The required Employer Labor Exchange Module allows employers to view resumes, directly contact and recruit Job Seekers, manage Job Orders, view and gather Labor Market and industry reports. The Module shall provide staff the necessary tools to manage job placements, customize required job skills and manage a list of prohibited job search words.

This Module shall include recruitment services which allow employers to post available jobs, granting the use of quick or advanced search of resumes, candidate ranking recruitment and hiring tool, job applicant tracking, candidate market trends and Virtual Recruiter.

Requires: Core Services for Employers Module.

3.1.3 General Modules for Staff shall meet the following requirements:

- a. Core Services for Staff Managing Individuals Module. The Core Services for Staff Managing Individuals Module shall allow Virtual OneStop or Staff to help Job Seekers and employers to manage their accounts, maintain their profiles and administer their services.

Staff users located at American Job Centers shall be able to use Virtual OneStop for Case Management, customer tracking and follow-up services. A Case Manager can help Individuals with basic services and can track information about assigned clients. Case Managers may also track and share information regarding eligible Individuals receiving training and intensive services.

Requires: Core Services for Individuals Module.

- b. Core Services for Staff Managing Employers Module. This Module shall allow Staff users to view and manage information for system-registered employers including, but not limited to assisting employers with initial creation of an account, maintenance of the account, modification of access settings, assistance with posting of job orders, access information from InfoGroup employer database and management of case notes.

Requires: Core Services for Employers Module.

- c. Labor Exchange for Staff Module. This Module shall provide staff users the necessary tools to manage job placements, manage custom sets of required job skills, and manage a list of prohibited job search words. This Module shall meet the following requirements:
1. Make mass job referrals – Find multiple jobs, find an individual candidate, and make the mass job referrals to candidate and employer
 2. Make mass candidate referrals – Find multiple candidates (or résumés) and refer them to an employer for a specific job.
 3. Enter referral results – Find jobs with referrals, view the job order data, and the applicant information for all referred applicants, and change the applicant status
 4. Referrals pending review – Find candidates who have indicated (while trying to apply for a “suppressed” job that must go through a staff member), that they want to be referred for a job by a staff member, so that they can submit an application. The staff member can then make the referral
 5. Job Candidate follow up – View Candidates who are flagged for follow up on job order referrals that could not be done at the time due to lack of data, accessibility of the candidate or employer, or a set referral limit. Staff can view the listed candidates for referral, view job details, make the referral, or delete the referral/follow up
 6. Create and modify Job Skill Sets – Create new Job Skill Sets or edit existing Job Skill Sets that can be used for applying to individual occupations
 7. Manage external jobs – Use tools to manage which external jobs appear in the system (through excluding jobs, employer names, job numbers, or by invalid words that might appear on external jobs)

Requires: Core Services for Staff Module, Core Services for Staff Managing Individuals Module and Core Services for Staff Managing Employers Module.

- d. Service Tracking Module. This Module shall provide full service tracking where the system reports services delivered from any location. Services are tracked and measured by individual, event, location, and staff assistance. Virtual OneStop tracks the services provided to both employers and Individuals increasing accountability and improvement of overall performance.

Requires: Core Services for Staff Managing Individuals Module.

- e. Attendance Tracking Module. This Module shall provide manual and online registration of Individuals for State and local events. Restrictions, such as class size limits shall be customizable by staff. This Module allows staff to input and track attendance of Individuals at Virtual OneStop events. Reports will be available in the following formats at a minimum (XML, CSV, PDF, MHTML, Excel, Word).
1. Detailed Event List – A list of events based on selected criteria, dates, type, category and region.
 2. Detailed Attendance Tracking – A list of the Individuals associated with events (registered, attended, canceled) as well as basic event information (e.g. orientation or job fair).
 3. Registered Event Type Summary – A list of events and the number of registrants and attendees as well as the number of cancelled, rescheduled and ‘no-show’ participants.
 4. Registered Event Summary – A list of events with the event date and the number of participants that registered and attended. Links available to a list of participants.
- f. Adult Education Module. This Module shall act as the conduit to track Adult Education services from the registration of an individual to the completion or end of services, and will track all service needs. Tracking abilities will include, but are not limited to, all data elements as defined by federal guidance as governed by the Office of Career, Technical, and Adult Education and the authority given to the State. This

Module shall collect all federally required demographic information for all enrolled students as defined by Title II of the Workforce Innovation and Opportunity Act, along with the federal and state approved assessments, contact hours, instructor(s), measurable skills gains, and outcome data. Reports: detail reports on demand, Quarterly State Stat reports, Annual National Reporting System for Adult Education Module reports. The module shall:

1. Meet all reporting requirements of the National Reporting System
2. Process files or interface with sources required for reporting efficiency and accuracy
3. Track Adult Education specific requirements as defined by federal guidance or the State
4. Allow for staff to create classes and class registrations in bulk and individually
5. Allow for individual and bulk class transfers
6. Track Attendance hours via the attendance function in the Adult Education module to meet federal and State specifications (Adult Education attendance hours are tracked within the Adult Education module, not in the event planner)
7. Measure attendance hours of individuals for federal reporting via class registrations individually and in bulk
8. Track readiness via designated tests, as well as, the scores and pass/fail of individuals on the high school equivalency exam
9. Method to upload and assign vouchers for testing
10. Allow for the creation of class locations

Requires: Core Case Management Module and attendance tracking module.

- g. Document Management. The Document Management Module shall feature the ability to upload documents and associate them with an individual, including the ability to attach documents to case notes and program verifications. Indexing, tagging, storage and retrieval of digital documents associated with a user record is included in this module. Documents shall be securely stored in the central database.

Requires: Core Services for Staff Managing Individuals Module.

- h. Document Scanning. The Document Scanning Module shall include the ability to capture, store, index and tag document images using web based scanning technology. Images can be scanned in real time using a TWAIN-compliant scanner at the User's workstation or on a local network. This Module shall allow users to reorder, delete, append, or separate pages on the fly through the browser-based document viewer based on user permissions. Document scanning shall provide users the ability to manipulate document images with annotations, redactions, magnifications, drawing, and rotation options on separate layers. Document images are securely stored in the central database.

Requires: Document Management Module.

- i. Virtual OneStop Greeter. This shall be a kiosk-based client sign in tool. Clients shall be able to identify an area of interest and the integrated messaging shall alert the appropriate staff about clients who are awaiting service. All interactions shall be recorded in the Virtual OneStop database.

3.1.4 Case Management Modules for Workforce Staff shall meet the following requirements:

- a. Core Case Management Module. This Module shall provide a flexible solution for Case Managers and other supervisory staff members to enter and share information on participants receiving core, intensive and/or training services through federal, state, and local programs. Case Management tracking is available for Individuals participating in the Workforce Innovation and Opportunity Act, Wagner-Peyser Act, Trade Act, Temporary Assistance for Needy Families, Unemployment Insurance, and other programs that may be defined on a state or local level.

Requires: Core Services for Staff Managing Individuals Module and Service Tracking Module.

- b. Workforce Innovation and Opportunity Act Case Management Module. This Module shall offer an integrated solution to manage all State and federal workforce programs. This Module shall help to coordinate of program activities, drive program outcomes and maximize staff productivity while ensuring full compliance with federal requirements and state and local business rules.

Requires: Core Case Management Module.

- c. Wagner Peyser Case Management Module. This Module shall assist in the management of self-service activities. The tracking of these services are adjusted regularly to meet ever-changing federal requirements.

Requires: Core Case Management Module.

- d. WARN Module. This Module shall provide tracking of company layoff and closure activity as defined by federal or state regulations. The system allows for entry of the WARN notification letter, tracking the number of employees, occupations and locations affected and union affiliation. Staff shall be automatically alerted to new WARN notifications. Staff tracking shall include employer visits, first visits and orientation activities. Virtual OneStop shall provide reports on companies filing WARN notices, filters WARN notices by LWIA, layoff dates, and company locations.

Requires: Core Case Management Module.

- e. Virtual OneStop Generic Program Application Module. The Module shall enable states to establish state or local programs that require tracking (applications, enrollment activities/services, and program exits), as well as National Emergency Grants, and other related programs and requirements. Generic programs are established through the Virtual OneStop Administration module and are associated to specific LWIA.

Requires: Core Case Management Module.

- f. Trade Act Module. This Module shall be require for the Trade Adjustment Assistance program which provides federally funded reemployment benefits to assist workers whose jobs have been impacted by foreign imports and trade. This program supports Individuals who have lost their jobs due to positions being moved out of the country, or even out of their specific region.

Requires: Core Case Management Module.

- g. SNAP Employment and Training Module. This Module shall schedule referrals from SNAP administrating agency for mandated appointments. The Application shall include demographic data and work history, tracking of required activities, notifications to SNAP agency of non-compliance or determinations made for exemption in the program. SNAP Case Management reports include assigned and unassigned cases, enrollment, tracked activities, Governor's Report, SNAP 583 quarterly and annual report. This Module shall include tracking of attendance/rosters to mandated appointments.

Optional functionality shall include management of re-imbursements to participants with advanced or individual fund tracking Modules and integration into document management imaging components.

Requires: Core Case Management Module and Basic Individual Fund Tracking.

h. Welfare Transition Program Module. This Module shall:

1. Provide full Case Management for the employment and training requirements of TANF.
2. Include application forms, objective assessment summaries, and Individual employment plans.
3. Calculate the required hours per week by number of work eligible people in the household and age of youngest child.
4. Includes functionality for enrollment into countable work activity.
5. Provide the ability to record participation hours in an online timesheet.

Requires: Core Case Management Module.

3.1.5 Finance Modules for Workforce Staff shall meet the following requirements:

- a. Standard Individual Fund Tracking Module. This Module shall help to manage participant costs, individual account/account limits, referrals to Providers, vouchers to Providers/Contractors/Individuals and payments to vouchers. The system shall allow the ability to print vouchers and tailor that print to the specific needs of each client. This Module shall also include the ability to establish cost structures meaningful to Users of the system and includes the ability to identify additional cost items that can vary by training program/services.

Requires: Core Case Management Module.

- b. Advanced Individual Fund Tracking Module. This Module shall include all functions of the Standard Individual Fund Tracking Module with the additional ability to create, manage, update and track funds by establishing the funds for specific time periods. This Module shall also include the ability to process reallocations by funding stream, enhanced audit tracking of funds to include reasons why modifications to funding levels are made and the ability to establish contracts for on-the-job training, work experience, and project contracts.

3.1.6 Training Provider Modules shall meet the following requirements:

- a. Provider Management Module. This Module shall provide a secure web portal which provides authorized training Providers the ability to apply for recognition as an eligible training Provider. Providers shall be able to enter and manage information on training programs as part of the initial application process.

3.1.7 Re-Employment Modules shall meet the following requirements:

- a. ReEmployment Exchange Module. This Module shall provide a link between the UI system (GUS) and the workforce system Virtual OneStop to ensure that applicants are fulfilling their entire work search requirements while providing labor exchange and Labor Market information that should help the applicant become reemployed. Besides providing assistance to the claimant, this Module shall also offers employers the ability to find qualified applicants to fill vacancies. Staff members shall be able to use this Module to track the applicant's efforts.

Requires: Core Services for Individuals Module, Core Services for Employers Module, And Labor Exchange for Individuals Module, Labor Exchange for Employers Module, Core Services for Staff Managing Individuals Module, Full Spider Module.

3.1.8 Administrators Modules shall meet the following requirements:

- a. Administration Module. This module shall allow the functionality to configure the module to Administer Staff accounts, create a Staff accounts, create privilege groups, change privilege group settings, delete privilege groups, administer Individuals, administer employers, import/export data, data modification, archive records, restore records, administer an admin account, create an admin account, Individual/claimant/employer services, module information, and module usage report.
- b. Web Content Management Module. The content publisher allows staff to easily create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.
- c. Provider Administration Module. This Module shall allow access to review Provider Applications, programs and general information to determine if Provider successfully meets ETPL requirements. Providers and programs that are approved by administrator shall be displayed to the public via the consumer reports module.

Requires: Provider Management Module.

3.1.9 Labor Market Information Modules shall meet the following requirements:

- a. Current Labor Market Analysis Module. This Module shall provide the cleanest, most accurate economic data available, centralized in one location. This includes high-quality database of historical and aggregate national jobs data. The jobs database shall offer glimpse into the real-time job market, with the ability to compare changes over time. Analysts shall be able to perform customized Labor Market studies using information from government surveys and real-time supply and demand data. The system shall have flexible controls for search criteria based on time periods, geographic divisions (e.g., multiple states, counties, cities, metropolitan areas, or regions), occupations (O*NET), industries (NAICS), job listing sources, or selection of a specific employer.

Requires: Historic Labor Market Analysis Module.

- b. Historic Labor Market Analysis Module. This Module shall provide advertised job data (wage rates, jobs by area, industry and occupation, job education requirements, job experience requirements), supply and demand (number of unemployed per job opening); employment and wage data (occupation –occupational employment by Industry , occupational employment & projections , occupational wages, licensed occupations; Industry –Income, quarterly census of employment and wage, occupational wage, quarterly census of employment and wages, current employment statistics, staffing patterns, industry employment & projections; labor force – local area unemployment statistics, US census commuting patterns); economic Indicators (sales, tax revenues, building permits, consumer price index); demographics (US census commuting patterns, US census labor force, income, population data).

Requires: Current Labor Market Analysis Module.

- c. Virtual LMI Data Loader. A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.

3.1.10 Job Level Description

- a. Full Spider Jobs. The Virtual OneStop Jobs query component shall incorporate a full-text index to provide extremely fast and efficient searching of large job order databases. The system shall also provide support for sophisticated word searches in character string data. The full-text job index shall store information about significant words and their location within a given job order. This information shall be used to quickly complete full-text queries that search for rows with particular words or combinations of words.

Spider jobs shall be in selected area from all available national job boards, local job boards, green job boards, Fortune 1000 corporations, federal government sites, state government sites, local government sites, national recruiters, military branches sites, major hospitals, major non-profits, major newspapers, volunteer sites, chambers of commerce, volunteer sites and web sites of all major employers.

Requires: Core Services for Individuals Module.

3.1.11 Interface Descriptions shall meet the following requirement:

- a. Shall include a standard web interface for users with average speed internet/intranet access.
- b. Shall include text interface for users who want maximum performance.
- c. Shall include Spanish language interface with a Spanish version of services for Individuals and employers.
- d. Shall include visually impaired interface with a version of services for individuals and employers optimized for screen readers such as JAWS.

3.1.12 The Contractor shall provide hosting services for the implemented application Modules and database as described in Section E.7.

3.1.13. The system availability shall be as follows:

The system shall be available 24/7/365. A regularly scheduled maintenance window of 10:00pm CT Saturday to 8:00am CT Sunday shall be established. The Contractor shall provide the State written notice at least two (2) business days prior to all planned hardware, software, and network updates and patches including, but not limited to, operating system, web server, application server, firewall, load balancer, and SSL. The Contractor must have written approval from the State's Workforce Services Administrator and Information Technology Director prior to conducting any maintenance.

A.4 Contractor Implementation Requirements

- 4.1.1 The Contractor shall provide the implementation services to the State for the Modules listed in Exhibit A utilizing a project management methodology to include the phases detailed in this Section, subparts a.- d. Written certification of the completion of each phase shall be provided by the Contractor in the form of an acceptance certificate and shall require written approval from the State's Workforce Services Administrator and information technology administrator/assistant administrator before a payment is authorized for each payment milestone outlined in Contract Section C.3. Approval shall also occur if the software delivered in that phase has been installed and is accessible by State and has been operating on the host production servers without a significant reported and reproducible Error for a period of fifteen (15) calendar days; or within fifteen (15) calendar days of receiving an acceptance certificate, State does not return the certificate to Contractor, indicating rejection of the phase and a valid reason for the rejection. Acceptance by State shall not be unreasonably withheld.

- a. Elaboration Phase. The Contractor shall conduct the activities and create project deliverables as defined in Exhibit B.
- b. Construction phase. The Contractor shall conduct the activities and create the project deliverables as defined in Exhibit B.
- c. Transition Phase. The Contractor shall conduct the activities and create the project deliverables as defined in Exhibit B.
- d. Post Implementation Phase. The Contractor shall provide annual licensing, hosting, maintenance and support upon successful completion of the Transition Phase.

The timeframes listed above shall be extended if a delay is the result of any action or inaction on the part of the State. Any delays to the timeframe listed above shall be processed through the change management process outlined in Section A.9 of this Contract.

A.5. Contractor Ongoing Maintenance Requirements

- 5.1.1 The Contractor shall provide annual maintenance and support of the implemented module and meet the following requirements.
 - a. Code Changes Resulting From WID Database Structure Changes. The Contractor shall make WID DATABASE changes as defined in writing by the U.S. Department of Labor, Employment and Training Administration. The Contractor and the State shall jointly review modifications resulting from WID DATABASE changes and designate the changes as minor or major. The Contractor may designate a modification as minor or major, depending on the assessment of its value and of the function added to the program. However, the State shall make the ultimate decision on such designation depending on the State's assessment of the development effort required. The Contractor agrees to perform minor modifications to the program to incorporate changes at no additional cost to the State. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new WID DATABASE table structure developed solely for the State for customization may be considered a major change.
 - b. Digital Map Changes. The Contractor shall perform modifications to the digital maps in the program to incorporate geographic boundary changes. The Contractor and the State shall jointly review modifications resulting from boundary changes and designate the changes as minor or major. However, the State shall make the ultimate decision on such designation depending on the State's assessment of the development effort required. Major changes to digital maps shall be treated as change orders as outlined in A.7. of this Contract. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.
 - c. New Releases. The Contractor shall periodically issue new releases to the program, containing Error Corrections and/or enhancements, to the State pursuant to the Maintenance Agreements in effect. The Contractor shall provide the State with one (1) copy of each new release for each copy of the program covered by a Maintenance Agreement, without additional charge. The Contractor shall conduct quality assurance testing on new releases prior to State testing. The Contractor shall provide reasonable assistance to the State with installing and operating each new release. After a reasonable test period during which errors shall be reported and corrected, the deployment of new releases shall be on a mutually agreed upon date.

After deployment, the State shall have fifteen (15) calendar (excluding weekends and Tennessee holidays) after receipt of each new release to report errors, and shall have three (3) calendar days (excluding weekends and State holidays) after receipt of any correction to report errors with the correction. Written approval from the State is required to confirm all errors have been corrected and the new release is considered a workable version that can be moved to production. If State authorize installation of any new release contractor shall provide support and maintain previous versions and Releases of the Program.

- d. ARC Employer Database Updates. The Contractor shall provide to the State any updates to the Analyst Resource Center employer database within ten (10) business days after release of new editions, including in-State employers and out-of-State employers in Tennessee's Metropolitan Statistical Areas with five (5) or more employees.
- e. Federal and State Law Changes. Pursuant to the maintenance contract, and at no additional cost to the State, the Contractor shall make necessary changes to the Program code and reporting capabilities, which are necessary to comply with federal and State law changes.

A.6 Contractor Support Requirements

6.1.1 The Contractor shall provide help desk and Technical Support services per the following requirements.

- a. Support Hours. Regular help desk support hours shall between 8:00 a.m. and 6:00 p.m. CT, Monday through Friday, excluding regularly scheduled holidays.
- b. Telephone Technical Support. The Contractor shall provide the State priority telephone Technical Support during regular State business hours. Such Technical Support shall permit the State to report problems and seek assistance in the use of the program.
- c. E-Mail Support. The Contractor shall provide the State priority E-mail Technical Support during regular State business hours. Such support shall permit the State to report problems and seek assistance in the use of the program.
- d. Error Correction. The Contractor shall use reasonable diligence to correct verifiable and reproducible errors when reported to the Contractor in accordance with its standard reporting procedures. The error correction, when completed, may be provided in the form of a temporary fix, consisting of sufficient programming and operating instructions to implement the error correction until a permanent solution can be found. A temporary fix that requires manipulation of the data within the tables is an acceptable resolution for no longer than thirty (30) calendar days.

6.1.2 Severity levels and Contractor response times are as follows:

Severity	1 (Code Red)	2 (Critical)	3 (High)	4 (Medium)	5 (Low)
Definition	There is no acceptable workaround to the problem (i.e., the services cannot be performed in any other way).	There is an acceptable workaround to the problem (i.e., the services can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.	All other events
Support Hours	24/7 x 365 via emergency support number	7am-8pm ET, excluding holidays	7am-8pm ET, excluding State holidays	7am-8pm ET, excluding State holidays	7am-8pm ET, Excluding State holidays
Initial Response Time	1 hour or less	3-8 hours	3-8 hours	3-8 hours	As time permits

A.7 Statement of Work

- 7.1.1 The State may, at its sole discretion and with written notice to the Contractor request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract and issue a SOW.
- 7.2.1 After Contractor receipt of a written request for additional services from the State, the Contractor may respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Said proposal must specify:
- The effect, if any, of implementing any changes.
 - The specific effort involved in completing any changes.
 - The expected schedule for completing any changes.
 - The maximum number of person hours required for any changes.
 - The maximum cost for any changes. The maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.
- 7.3.1 The contractor shall not perform any additional service until the State has approved the proposal. If approved, the State shall sign the proposal, and it shall constitute a SOW between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract. A copy of the SOW shall be filed with the State's Comptroller of the Treasury.
- 7.4.1 Subsequent to State approval of an SOW, the Contractor shall complete the required services. The State shall be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.
- 7.5.1 The State shall remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved SOW, without format amendment of this Contract, shall be remunerated in accordance with and further limited by Contract. Section C.3.c., provided that, the State shall be liable to the Contractor only for the cost of the actual

person hours worked to complete the necessary work, not to exceed the maximum cost for the change detailed in the SOW. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved SOW authorizing this service. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.8 State Responsibilities

- 8.1.1 The State shall designate one (1) experienced, trained User as a qualified primary contact for all Technical Support communications with the Contractor. All updates and shipments shall be sent to the qualified primary contact for distribution. The qualified primary contact shall have knowledge of the system substantially equivalent to those who have completed Contractor software administrative training. If the Contractor requires satisfactory performance on an examination by those who have completed administrative training as a condition of certification, satisfactory completion of a substantially equivalent examination may be required of the qualified primary contact.

A.9 Change Management

- 9.1.1 The Contractor and the State shall create a Change Management Plan prior to the initiation phase. This Change Management Plan shall establish a change management process to control changes to scope, requirements, and other approved deliverables and to ensure that these changes are systematically documented, assessed for need, impact, and appropriateness, and presented to the Workforce Services Administrator and Information Technology Director for review and approval. This shall include changes to settings and other configurations.

The Contractor shall meet the minimum change management requirements as approved by the State.

A.10 Out of Scope

- 10.1.1 The following shall not be covered under this Contract:

- a. Any problem resulting from the misuse, improper use, alteration, or damage of the Program;
- b. Any problem caused by modifications of any version of the Program not authorized by the Contractor;
- c. Any problem resulting from programming software other than the Program; notwithstanding that compatibility shall be maintained with latest two (2) versions of Chrome, Internet Explorer, and Fire Fox.
- d. Any problem caused by, or issues associated with, third (3rd) party software utilities, Operating Systems and database software that may be utilized by a program. This includes but is not limited to MapObjectsLT, Netlib, Graphics Server, [REDACTED], Crystal Reports, Attachmate and [REDACTED]
- e. Any problem resulting from the combination of the program with such other programming or equipment to the extent such combination has not been approved by the Contractor
- f. Errors in any version of the Program other than the most recent release, provided that the Contractor shall continue to support superseded releases for a reasonable

period, not to exceed forty-five calendar (45) days, sufficient for the State to implement the newest workable release.

A.11 Post Contract Expiration

- 11.1.1 Upon the expiration or termination of this Contract, all rights granted to the State under this Contract shall forthwith terminate and immediately revert to the Contractor. The Contractor shall turn over all State Owned Data in the format and method specified by the State within five (5) business days of the Contract termination or expiration.

A.12 Warranty

- 12.1.1 Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the Term of this Contract. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor shall re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- 12.1.2 Third party data. The State acknowledges that the Program may display labor market data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. The Contractor makes no representations concerning this information or regarding the quality or acceptability of the data, products or services offered by the companies or providers referenced at these sites, or whether any permission or agreement may be required by the State to access this information. The Contractor reserves the right to remove this data and/or these links if it deems it necessary after consulting with the State for approval.
- 12.1.3 Limitations. Notwithstanding the warranty provisions set forth herein, all of the Contractors' obligations with respect to such warranties shall be contingent on the State's use of the Program in accordance with this Contract and in accordance with the Contractors' instructions as provided by the Contractor in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Program which are the result of accident, abuse, misapplication, extreme power surge, acts of god, the State modification, or electromagnetic field.
- 12.1.4 Disclaimer of Warranties. The Contractor does not represent or warrant that all errors in the program and documentation will be corrected. The warranties stated in this section are the sole and the exclusive warranties offered by the Contractor. There are no other warranties for the program and documentation, and services provided hereunder, either express or implied, including but not limited to any warranty of design, merchantability,

or fitness for a particular purpose, even if the Contractor has been informed of such purpose. No agent of the Contractor is authorized to alter or exceed the warranty obligations of the Contractor as set forth herein.

A.13 Inspection and Acceptance

- 13.1.1 The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.14. Source Code in Escrow

- 14.1.1 The Contractor shall maintain copies of the Program source code in escrow with an independent escrow company pre-approved by the State. Contractor shall include for deposit with escrow company: (i) a list of any open source elements or any third party software included in its software; and (ii) all documentation and instructions that are necessary for support and maintenance of its software. All costs for establishing and maintaining the source code and other materials in escrow shall be borne by the Contractor. The Contractor will notify the State of each update to the software held in escrow.

A.15. Escrow Company

- 15.1.1 Within fifteen (15) calendar days after the State's written acceptance of the implementation of the system, the Contractor shall submit to the State a letter naming the escrow company that the Contractor intends to use, with the understanding that the State may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The State will indicate its approval or disapproval in writing.

A.16. Escrow Process during Contract Term

- 16.1.1 Within fifteen (15) calendar days after the State has provided to the Contractor the written approval of a recommended escrow company, the Contractor shall place the source code and other materials in escrow with the approved escrow company. The escrow agreement shall state that it is a supplementary agreement to this Contract pursuant to Section 365(n) of the United States Bankruptcy Code. The Contractor shall provide the State with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the State's right to obtain the source code directly from the escrow company in the event of Contractor default as described below. Throughout the Term of the Contract and any extensions of same, the Contractor shall periodically update the source code and notify the State in writing that it has been updated and that the source code in escrow is current with the State's production environment, matches the State's production version level, and includes any upgrades, enhancements, or new releases that are applied to the State's system. The State, at its option and expense, may verify the completeness and accuracy of the source code by independent audit during the Term of this Contract.

A.17. Access Rights to Software in Escrow

- 17.1.1 If for any reason during the Term of the Contract and any extensions of same, the Contractor ceases to do business or exist as a valid business entity or dissolves for more than thirty (days), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding that is not dismissed within thirty (30) days and is unable to fulfill its obligations as described herein, the Contractor agrees to deliver the source code held in escrow to the State and also agrees that, under such terms, the State may instruct the

escrow company in writing for and on behalf of the Contractor to deliver the source code held in escrow to the State. State's right to use the source code in the event of delivery under the provisions of this escrow shall be conditional upon the following: (1) State shall acquire no ownership rights in the source code by reason of such release, but shall have a license to use the source code only in connection with operation of the Software until the expiration of this Contract under which the source code was delivered with rights to modify the source code for the sole purpose of operating and maintaining the software for internal use by the State (and specifically not for distribution or resale to third parties) and otherwise in accordance with the provisions of this Contract. State shall have the right to make additional modifications, upgrades, and enhancements to the source code as the State may see fit for the purposes of maintaining and operating the Software; (2) State agrees that the source code shall be treated as the confidential information of Contractor notwithstanding termination or expiration of this Contract; and (3) State shall only permit access to such source code to persons who have a need to know such information for the purpose identified in subparagraph (1). The obligations of Contractor set forth in this paragraph shall terminate with respect to escrow upon expiration of the Term or upon termination of this Contract except where termination is the result of conditions for release as provided within this paragraph.

In the event that the Contractor fails to deliver the source code in a timely manner, as determined by the State, the State may obtain the source code directly from the escrow company.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on **TBD** ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. **Renewal Options.** This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fourteen million three hundred fifty-one thousand, nine hundred twenty-three dollars and six cents (\$14,351,923.06). The 10% for change order costs is included in the maximum liability. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor, including any change order costs incurred during the Contract term.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not

guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. System maintenance and Support Payment Methodology. The Maintenance and Support Phase includes the continued maintenance and support for up to five years on the Virtual One Stop System. The annual cost for the Maintenance and Support for each functional area of Jobs4TN is below. There shall be no additional or separate licensing fees for use of anything provided under this Contract, including software licenses or hosting fees.

Virtual OneStop System	
Maintenance and Support Phase Option Year 1	\$2,775,818.86
Maintenance and Support Phase Option Year 2	\$2,853,843.40
Maintenance and Support Phase Option Year 3	\$2,853,843.40
Maintenance and Support Phase Option Year 4	\$2,934,208.70
Maintenance and Support Phase Option Year 5	\$2,934,208.70

Each year, if the state elects to exercise this option, payments shall be made in four (4) increments based on State approval of quarterly performance measures and all required Phase deliverables completed for the quarter and approved by the State.

- c. The contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1)

Service Description	Amount (per compensable increment)
Completion and Acceptance of the Elaboration Phase	N/A
Completion and Acceptance of the Construction Phase	N/A
Completion and Acceptance of the Transition Phase	N/A
Training Maximum 5 days – as requested	\$9,250 ONE TIME FEE
Managed labor Exchange and Case Management (Virtual One-Stop (VOS)) -Module- quarterly license fee	\$142,558.44 quarterly
Reemployment Exchange (REX)-Module- quarterly license fee	\$131,286.38 quarterly

Eligible Training Provider-Module- quarterly license fee	\$12,598.19 quarterly
Adult Education-Module- quarterly license fee	\$39,120.70 quarterly
Local Programs – Module – Quarterly license fee	\$13,181.68 quarterly
Online Assessments-Module- quarterly license fee	\$37,728.26 quarterly
Document Management Module and Document Scanning Module	\$78,241.38 quarterly
IMI Analysis-Module- quarterly license fee	\$13,189.38 quarterly
Full Job Spidering-Module- quarterly license fee	\$64,582.29 quarterly
VOS Greeter	\$6,628.05 quarterly
Big Interview Interface	\$43,750.00 quarterly

- b. The Contractor shall be compensated for additional services requested and performed pursuant to Contract, Section A.8, without a formal amendment of the Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.8, PROVIDED THAT compensation to the Contractor for such "SOW" shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Section A. If, at any point during this Contract period, the State determines that the cost of a necessary "SOW" would exceed said maximum amount, the State may amend this Contract to address the need.

The hourly rates for additional enhancements are as follows:

Staff Role:	Hourly Rate
Senior Project Manager	\$157.00
Project Manager	\$140.00
Senior Business Analyst	\$175.00
Business Analyst	\$157.00
IT Security Administrator	\$135.00
Database Administrator	\$180.00
Configuration Engineer	\$122.00
Quality Assurance Manager	\$149.00
Quality Assurance Technician	\$122.00
Technical Support Analyst	\$113.00
Senior Developer	\$180.00
Data Analyst	\$149.00
Data Architect	\$157.00
Data Conversion Manager	\$149.00
Data Conversion Analyst	\$126.00
Data Conversion Specialist	\$113.00
Interface Specialist	\$157.00
Web Designer	\$135.00
Programmer Analyst	\$135.00
System Analyst	\$144.00
Operations Manager	\$167.00
Test Manager	\$117.00

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

220 French Landing Drive, 4A, Nashville, TN 37243-1002

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: Labor and Workforce Development, Employment Security Division.
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Itemized description of delivered goods or services provided and invoiced, including identifying information as applicable:
 - i. Name of the module being invoiced
 - ii. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - iii. Number of Completed Units, Increments, Hours, or Days as applicable, of each module invoiced
 - iv. Applicable Payment Rate (as stipulated in Section C.3.) of each module invoiced
 - v. Subtotal Due by each module
 - vi. Total Amount Due for the invoice period
- (11) Applicable payment methodology (as stipulated in Section C.3.) of each module invoiced;
- (12) Amount due for each compensable unit of good or service for each module; and
- (13) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Cody Kemmer
Labor and Workforce Development
220 French Landing, 4A
Nashville, TN 37243
William.kemmer@tn.gov
Telephone # 615-313-4714

Deniece Thomas, Workforce Development Administrator
Labor and Workforce Development
220 French Landing, 4A
Nashville, TN 37243

Deniece.Thomas@tn.gov

Telephone # 615-532-6839

John Guethlein, PMP, Information Technology Director
Business Domain Director -Business and Community Development Domain
901 5th Ave North, Nashville, TN 37243

john.guethlein@tn.gov

p. 615-532-5833

Ian White, Assistant Commissioner

Division of Adult Education

220 French Landing Drive

Nashville, TN 37243

Ian.White@tn.gov

p. 615-253-5868

The Contractor:

Paul Toomey, President Geographic Solutions, Inc.

1001 Omaha Circle

Palm Harbor, FL 34683

Telephone # 727 786-7955

Fax # 727 786-5871

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services performed up to the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services performed up to the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for

damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended,

PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged to the extent arising as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any subcontractor acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired

member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than one hundred (100) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1, Exhibit A, B, C.;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the

Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and

shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including

but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 3) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Prevailing Wage Rates. All State contracts for highway construction projects, which are for the purpose of building, rebuilding, locating, relocating or repairing any streets, highways or bridges, require compliance with the prevailing wage laws as provided in Tenn. Code Ann. §§ 12-4-401 – 12-4-415.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The Contractor's obligations under this section do not apply to information; in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; is disclosed to others without any confidentiality obligations with the consent from a party providing such information; independently developed by the Contractor without the use of the State's information; or disclosed by the State to others without restrictions against disclosure.

The State hereby acknowledges and agrees that the Program and Documentation, including all modifications, updates and revisions, constitute and contain valuable proprietary products and trade secrets of Contractor, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, the State shall treat (and take precautions to ensure that its employees treat) the Program and Documentation, including all modifications, updates and revisions, as confidential in accordance with the confidentiality requirements and conditions set forth below.

The State shall not, at any time, disclose or disseminate any confidential information to any person, firm or organization that does not need to obtain access thereto in connection with State's exercise of its rights under this Contract. The State shall not disclose confidential information to any employee or agent of the State who does not need to obtain access thereto in connection with State's exercise of its rights under this Contract. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to other non- parties to this Contract of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information; or (6) are legally required to be disclosed.

All obligations regarding Confidential Information are subject to the Tennessee Public Records Act. The obligations set forth in this Section shall survive the termination of this Contract.

- E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement by Contractor's deliverables hereunder. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all reasonable legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

In addition to the above indemnity, if the State's use of any deliverable, or any portion thereof, provided under this Contract, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at its expense, may: (x) procure for the State the continued use of such deliverable; (y) replace such deliverable with a non-infringing counterpart; or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified deliverable

must be capable of performing substantially the same function. Notwithstanding the foregoing, the State retains the right to terminate the Contract in accordance with Section D.6 hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Contractor shall not relieve Contractor of its indemnity obligations under this Section.

The forgoing indemnity does not apply to the extent that the infringement arises from the State's: (i) use of the deliverable not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the deliverables not expressly authorized by the Contractor ("Alteration"); (iii) failure to use or implement corrections or enhancements to the deliverables made available by the Contractor to the State at no additional cost to the State, except where such failure to use or implement corrections or enhancements is a result of State's termination in accordance with the preceding paragraph; or (iv) combination of the deliverables with materials not provided, specified, or approved by the Contractor.

- E.4. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes. The Contractor acknowledges that Agency Partners are authorized users of all System Modules.
- E.5. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers that contract for goods and services identical to the goods and services offered by Contractor under this Contract.
- E.6. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.7. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies in effect as of the date of executing this Agreement. The State's Enterprise Information Security Policies document is found at the following URL:
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time not to exceed one (1) time per year, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of

the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and request its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

Information obtained during the Audit that is otherwise confidential under State law shall not be disclosed to any person or entity who is not bound by the confidentiality obligations of this Contract, or by a confidentiality or non-disclosure agreement requiring that such information remain confidential and used strictly for the purpose of conducting the audit and evaluating the results of such audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
 - (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 hours.
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 48 hours.
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be

defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- (3) In addition to the above requirements, Contractor shall develop and implement a backup and recovery plan ("Backup and Recovery Plan"). The Backup and Recovery Plan shall include and implement procedures for the periodic copying of data to other media at least daily and the process for restoring data, beginning within one (1) hour of any loss, to its original or prior form. The Contractor shall provide the State with complete data backup daily via media specified by the State. The Contractor shall perform tests to validate procedures included in the Backup and Recovery Plan. The Contractor shall include a provision in the Plan for off-site storage of Project application and data.

- e. The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.

- E.8. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable federal or Tennessee laws, rules or regulations of relating to disclosure or use of personal information ("Privacy Laws") and Contractor shall have the opportunity to approve any amendment to this Contract prompted by any changes, revisions or supplements to such laws. Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of applicable State of Tennessee or federal Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and applicable State of Tennessee Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII;

and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. If applicable, the Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure provided that the Unauthorized Disclosure is the result of Contractor's negligence. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice provided that the Unauthorized Disclosure is the result of Contractor's negligence. Notwithstanding anything to the contrary within this Agreement, Contractor's maximum liability for the foregoing costs, including credit monitoring services and notices, shall not exceed \$5,000,000. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.9. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.10 Protection of Software.

- a. **Proprietary Notices.** The State will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any program, documentation, or any other output generated by the Program.
- b. **No Reverse Engineering.** The State agrees not to modify, reverse engineer, disassemble, or decompile the Program, or any other output generated by the Program or any portion thereof.
- c. **Ownership.** The State acknowledges that the Contractor is the sole and exclusive owner of the Program and Documentation, including all modifications, updates, and revisions, and all intellectual property rights therein. The State shall not have any right, title, or interest to any Program and Documentation, including all modifications, updates, error corrections and revisions. The State shall secure and protect all Program, Documentation, enhancement, error correction, and maintenance modification, including all modifications, updates and revisions consistent with the maintenance of the Contractors' proprietary rights therein. Any State Owned Data or

information input into the Program by or on behalf of a State end user during the Term of this Contract will become the property of the State and will be treated as confidential by the Contractor. All other data displayed in the program unless otherwise noted, is the sole property of the Contractor and is protected under U.S. copyright law.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11 Government Contracts. If the Services to be furnished hereunder are to be used in the performance of a government contract or subcontract, the Contractor shall not be subject to any flow down provisions regarding Contractor's ownership and license of Program and Documentation that may be required by the governmental customer unless agreed to by the Contractor in writing.

IN WITNESS WHEREOF,

GEOGRAPHIC SOLUTIONS, INC.:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:

JEFF MCCORD, COMMISSIONER

DATE

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. SUBJECT CONTRACT NUMBER:	TBD
CONTRACTOR LEGAL ENTITY NAME:	Geographic Solutions, Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	85449

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION